

~~PRO SE OFFICE~~UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CASE NO. 10 CV-8830-PGG

GUGGENHEIM CAPITAL, LLC, et al,
Plaintiffs,
v.
CATARINA PIETRA TOUMEI, et al.
Defendants.

USDC NY
DOCUMENT
ELECTRONICALLY FILED
DOC #
DATE FILED 2-14-2011

SUPPLEMENTAL DECLARATION OF THEODOR PARDO IN SUPPORT OF MOTION TO QUASH SERVICE OF PROCESS

I, THEODOR PARDO, hereby swear and affirm pursuant to 28 U.S.C. § 1746 upon direct personal knowledge that the following is true and correct:

1. My name is Theodor Pardo. I am named as one of the Defendants in this action. I submit this supplemental declaration in support of my motion to quash service of process.
2. I am 50 years old. Only my parents, live at 825 Brickell Avenue, Miami, Florida. That location is in Miami-Dade County
3. I do not live with my parents. My parents' apartment is not my usual place of abode. I have not lived with my parents for many years.
4. I am married. I have lived with my wife in the Hallandale / Aventura, Florida area for about 4 years now.
5. Prior to living in Aventura, I lived in Broward County, Florida. In 2009, I had a dispute with my landlord, Sammy Toledano, and he tried to sue to evict me in *Toledano v. Pardo*, Broward County Court, Civil Division Case No. 062009CC005738AXXXSO. Attached to this Declaration is a true and correct copy of the Broward County Court printout of the case docket. The case docket clearly reflects that the case was for removal of tenant from a location in Broward County. The dispute was in reference to a deposit and was resolved amicably. But the record of that eviction lawsuit is clear evidence that, in 2009, my usual place of abode was NOT at my parents' apartment.
6. The following is a list of the places where I have lived for the past 10 years;

From 2002 / 2002

200 Biscayne Blvd Way
Apt 10-D
Miami, Florida, 33131

From 2002/ 2003

825 Brickell Bay DR.
Apt 446
Miami, Florida, 33131
Ph. 786-777-0782

From 2003 / 2005

3825 S. Cambridge street.
Apt. 150
Las Vegas, Nevada, 89119
&
2724 Laguna Shores Lane
Las Vegas, Nevada, 89121

From 2005 / 2007

5605 Friars Rd
Apt. 333
San Diego, California, 92110

From 2007 / 2009

1745 Hallandale Beach Blvd
Apt 304-W
Hallandale Beach, Florida

From 2009 / 2010

1745 Hallandale Beach Blvd
Apt 601-W
Hallandale Beach, Florida

From 2010 to date

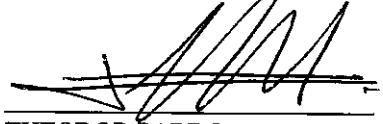
Aventura, Dade County.

Also attached is a photocopy of my driver's license, which reflects my address in Las Vegas.

6. I provide this information to show that, whoever did the skip trace did not use a reliable or thorough source.
7. While I appreciate that the Plaintiff Guggenheim hired skip trace, Mr. Santamaria's information is more than ten (10) years old.
8. While I respect the Plaintiff Guggenheim's desire to involve me in this litigation, I am not, and have not conducted any business with the other defendants. When Defendant Toumei first contacted me on the Internet, she represented that she represented the Guggenheim family. At first, I had no reason to doubt her representations. However, when I inquired, I learned that those representations were not true. When I confronted them, they threatened me.
9. I do not wish to participate in this lawsuit. I do not claim to know any of the plaintiffs and I wish to remain uninvolved and avoid the dispute. It is for this reason I do not wish to provide my home address and

be served with process. Prior to this lawsuit, I was receiving unsolicited harassing and threatening communications from Defendant Toumei. After this lawsuit, I have been receiving unsolicited harassing and threatening communications from Plaintiffs' counsel.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on this 7 day of February, 2011 at Aventura, Florida.

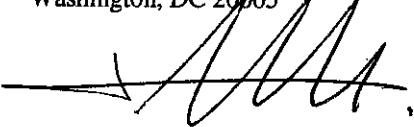

THEODOR PARDO

Email: pardopolis777@msn.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing declaration and attachment was served by first class mail, postage prepaid this 7 day of February, 2011 on;

Michael Shanahan, Esquire
McDermott Will & Emery, LLP
340 Madison Avenue
New York, NY 10173-1922
Rita Weeks, Esquire
John J. Dabney, Esquire
McDermott Will & Emery, LLP
600 13th Street, NW
Washington, DC 20005


THEODOR PARDO

CASE SUMMARY

Broward County Case Number: COSO09005738
Court Type: Civil Division - County Court

State Reporting Number: 062009CC005738AXXXSO
Case Type: * Removal of Tenant +
Sub Type: Removal of Tenant
Filing Date: 09/24/2009
Case Status: Disposition Entered
Judge ID / Name: 62 Miller, Terri-Ann

Incident Date: N/A
Court Location: South Courthouse
Magistrate ID / Name: N/A

Style: Sammy Toledano Plaintiff vs. Theodor Pardo Defendant

Party Detail						
Party Type	Party Name	Sex	Race	D.O.B.	D.O.D.	Attorneys / BarID
Plaintiff	Toledano, Sammy					* Denotes Lead Attorney ★ Pro Se Retained
Defendant	Pardo, Theodor					

Key Dates - Future Scheduled Events

There is no key date information available for this case.

Events and Orders of the Court - Only 3 most recent entries are displayed

Date	Description	Additional Text
09/30/2009	Summons Returned Served	Sums Svd 09/26/09 (3cf)
09/24/2009	Summons Issued	Sums Issd To PI (Fee Required) (3cf) Amount: \$10.00
09/24/2009	Random Assignment	Random Assignment Subd:62 (3cf)

Related Cases

There is no related case information available for this case.

Case Detail

NOTE: Selecting the Case Detail button will deduct one unit from your account.

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Southern Nevada Multi-Housing Rental Agreement

This Rental Agreement is entered into this 3rd day of July, 2004, by and between JSPM ("OWNER"), through Owner's designated agents The Falls ("AGENT"). Collectively OWNER and AGENT may be referred to as "LESSOR") and

1) Theodor Pardo 4)
2) _____ 5)
3) _____ 6)

"PREMISES" Community Name: The Falls
Community Address: 3825 S. Cambridge St.
Apartment No.: 150
City: Las Vegas, State: NV Zip: 89119

("RESIDENT(S)"). This lease hereby binds, jointly and severally, each RESIDENT who is eighteen years of age or older.

The Manager of the apartment community is KAREN WILHELM, at address: 3825 S. Cambridge St., Las Vegas, NV. Service of any process or legal notice, as well as the service of all notices and demands, may be made to The Falls Apartments, at the following address: 3825 S. Cambridge St.. In case of medical emergency at the apartment community, please call 911. In case of emergency where life or bodily injury is not in danger, please contact a representative of this apartment community The Falls, at the following phone number 702-792-9191.

Lessor hereby leases and Resident(s) hereby accepts and rents the premises herein defined for the term specified, subject to all terms, conditions and provisions set forth.

1.

SUMMARY of initial rents, charges and deposits:

Total Rent, for the period from <u>3/3 - 7/16</u> to <u>7/4</u> , <u>2004</u>	\$ <u>48.56</u>
Additional Month's Rent <u>7/5 - 7/17</u>	\$ <u>102.00</u>
Security/Damage Deposit	\$ _____
Non-Refundable Pet Cleaning Fee	\$ _____
Refundable Pet Deposit	\$ _____
Non-Refundable Cleaning Deposit	\$ <u>25.00</u>
Other: _____	\$ _____
Key Deposit: <u>1</u> keys x \$ <u>25.00</u> deposit per key =	\$ _____
Gate/Garage Remote Deposit (Space/Garage # <u>1</u>)	\$ _____
Assigned Parking/Garage Space (If Applicable)	\$ _____
Application Fee	\$ _____
LESS: Concession from Move-In Costs	\$ _____
TOTAL AMOUNT DUE ON ACCEPTANCE	\$ _____
LESS: Amount Left at Rental	\$ _____
TOTAL AMOUNT DUE AT MOVE-IN	\$ <u>79.56</u>
Amount Received Today	\$ _____

Resident(s) agree that they have no right of possession until the amounts due and owing at move-in are paid in full.

2.

"PREMISE STATUS" This apartment is rented to Resident(s):

Furnished Unfurnished

3.

If furnished is checked above, an Inventory List must be completed by both Resident(s) and Lessor, and is incorporated herein as part of this Rental Agreement.

4.

"TERMS": Lessor does hereby grant to Resident(s) and Resident(s) rents from Lessor, for Residential purposes only, for a period of not less than 1 months tenancy commencing on the July 3, 2004 and terminates on the 13th day of August, 2004 at a monthly rate of \$ 79.56.

5.

"OCCUPANCY": Occupancy of the premises is limited to the persons listed in this lease agreement, and at no time should exceed 3 persons. Any person not disclosed in this lease that will use the premises as a residence for more than seven (7) days continuously or fourteen (14) days non-consecutively during the term of this lease or any extension thereof is considered a Guest-Resident herein. Premises shall be solely used for a residence and for no other purpose. All guests must abide by each and every term of this lease as if a resident. Damages caused by guest-residents are the responsibility of the residents.

6.

"HOLDOVER": Under Nevada Law, this Rental Agreement and any changes properly agreed to, will remain in effect on a month-to-month basis after the initial term, and Resident(s) shall automatically become "Holdover tenants" subject to the provisions of NRS 118A.470, and \$ 25.00 additional fee shall become due and payable in addition to the regular monthly charges herein specified. A thirty (30) day WRITTEN notice must be issued by the Resident(s) prior to vacating, anytime after the initial term of this Rental Agreement. If Resident(s) gives improper notice or no notice to vacate, Resident(s) is liable for prorated rent until lawful termination and Lessor may deduct this from the Security Deposit or hand or collect any monies due by other lawful means. 5 day notice for weekly

7.

"RENTAL DUE DATE": Rent is due and payable, without offset or demand, on or before the 1st day of each month. Resident(s) agrees to pay Lessor at 3825 S. Cambridge St. 14, NV 89119 during normal business hours unless otherwise agreed to. Rent shall be made payable to NV FALLS AP. 10.

Rent is payable in the following forms only:

MONEY ORDER CASHIERS CHECK CREDIT CARD
 PERSONAL CHECK (No out of state or two party checks accepted)

Roommates must pay with one check. Individual personal checks from each roommates will not be accepted.

CASH WILL NOT BE ACCEPTED in order to promote the safety of our employees.

8.

If Lessor accepts checks, RENT MUST BE DRAWN FROM AN ACCOUNT IN THE NAME OF A RESIDENT(S) LISTED ABOVE. IN NO EVENT MAY RENT BE PAID BY CHECK ON AN ACCOUNT DRAWN BY A THIRD PARTY UNLESS SUCH THIRD PARTY SPECIFICALLY WAIVES ANY RIGHT TO POSSESSION OF THE PREMISES.

9.

REPEATED LATE PAYMENT OF RENT, AMOUNTING TO THREE (3) LATE PAYMENTS IN A TWELVE (12) MONTH PERIOD, ARE GROUNDS FOR TERMINATION OF THIS LEASE.

10.

ALL LATE CHARGES UNDER SECTION 7, AS WELL AS ANY MONIES EXPENDED OUT OF SECURITY DEPOSIT UNDER SECTION 10 OR ANY OTHER SECTION OF THIS LEASE WILL BE ADDED TO THE FOLLOWING MONTHLY RENT AND WILL BE DUE AND PAYABLE AT THE SAME TIME AND IN THE SAME FASHION AS, AND IN ADDITION TO, THE REGULAR MONTHLY RENT.

11.

"LATE CHARGES": If rent is not paid by the close of business on the 10th day of each calendar month, Resident(s) agrees to pay to Lessor the additional sum of \$25.00 plus \$10.00 dollars (\$35.00) per day thereafter for each day the rent is late, as a compensation to the Lessor caused as a result of the said late payment.

12.

"RETURNED CHECK CHARGE": Resident(s) shall pay Fees dollars (\$50.00) PLUS ALL APPLICABLE LATE FEES for each check returned to Lessor by Resident(s)' bank, for any reason. Acceptance of a check in no way grants the Resident(s) credit should there be insufficient funds in the account. Issuance of a bad check is a felony and may be immediately acted upon. If this lease specifies that rent may be paid by personal check, if more than 10

13.



CLASSES:
C-Cars/Vans/Pickups; may tow <10,000 lbs
None

ENDORSEMENTS:
None

RESTRICTIONS:

None

PARDO, THEODORE PARDO
2724 LAGUNA SHORES LN - LAS VEGAS NV 89121-3937

DLN: 2102039175

ORGAN DONOR

ISSUED: 04-26-2007

EXPIRES:05-25-2011

